

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 13th day of April 2016 by and between **Edgewater Broadcasting, Inc.**, an Idaho not-for-profit corporation ("EB") and **R. P. Broadcasting**, a Minnesota Corporation ("Buyer").

Recitals

WHEREAS EB owns the FM translator License (the "Station") as indicated on the attached addendum "A";

WHEREAS, Buyer would like to obtain the EB Station; and

WHEREAS, Prior FCC approve for the transactions contemplated hereunder is required.

Agreement

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. The Assignment. Subject to the conditions contained herein, EB agrees to assign and Buyer agrees to purchase the Station for the FM Translator as indicated on the attached addendum "A" as follows:
 - (a) Purchase Price. The Purchase Price for the Station shall be as indicated on the attached addendum "A".
 - (b) Deposit. Concurrently with the execution hereof Buyer shall pay to EB the payment in the amount as indicated on the attached addendum "A".
 - (c) Application. Within five (5) days after the execution of this Agreement the parties shall jointly file an application for assignment with the FCC (the "Assignment Application").
 - (d) Closing. Within ten (10) days of FCC approval of the assignment application, the parties will consummate the transaction, as described below, whereupon Buyer will pay the balance and EB will provide to Buyer an instrument of conveyance suitable to the Buyer for the Stations\.
2. Exclusivity and Confidentiality. The parties agree that from the date hereof neither party will seek to transfer or sell to, or entertain any offers

to buy from, third parties, respectively, the Station. Further, the parties agree to keep confidential the terms of this Agreement, except with respect to any disclosure required by law or the rules and regulations of the FCC.

3. FCC Qualifications. Buyer represents warrants and covenants that they are qualified to be a Commission licensee and to hold the FCC authorization which is the subject of this Agreement.
4. Transfer Fees and Taxes. Buyer shall be solely responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, assessments associated with the purchase of the Station. Buyer shall be solely responsible for any engineering, amendments, equipment, installation and/or FCC fees associated with the purchase of the Station.
5. Miscellaneous. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto whether it is in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by both parties. This Agreement is to be construed and enforced under the laws of Minnesota. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Minnesota. This Agreement may be executed in counterparts. The undersigned represent and warrant that, respectively, they have received authority to sign this Agreement and to legally bind their respective corporations to perform all of the terms hereof.

THE NEXT PAGE IS THE SIGNATURE PAGE

WHEREFORE, the parties whose names and addresses appear below have caused this Agreement to be executed by them as of the date first above written.

Edgewater Broadcasting, Inc.
160 Gooding Street West, Suite "B"
Twin Falls, Idaho 83301

By: 

Clark Parrish, President

R. P. Broadcasting
2115 Washington Avenue SE
Bemidji, Minnesota 56601

By: 

Roger Paskvan, President

3-31-2016

ADDENDUM A

License

Location, Facility ID Number	Total	Deposit	At Closing	License Status
Thief River Falls, Minnesota (FIN: 147596)	\$25,000	\$2,000	\$23,000	Granted